104-10320-10164

OGC 78-4036

Dear Mr. Chairman:

This is to record an understanding about handling certain specific classified materials relating to two subjects of interest to the HSCA in its investigation. The subjects are 1) defectors, and 2) certain subject matter in an agreed foreign country. The materials consist of CIA documents and materials (now held in CIA facilities located in the HSCA area mentioned below), materials derived from CIA documents but involving HSCA analysis, and HSCA-generated materials consisting of notes of interviews, depositions and/or transcripts of hearings.

The CIA will provide and install a two-combination safe in the special area provided for it in HSCA quarters (herein referred to as the "beachhead"). HSCA security officers will set the combination of one of the two locks, and CIA security officers will set the other, each combination to be held exclusively by the representatives of the respective organizations.

The two-combination safe will be used to store only materials relating to the two above subjects. Access to the materials in the two-combination safe will be controlled by CIA security officers, according to a list of approved personnel agreed between HSCA and CIA. Use of the materials will be limited to the room in which the safe is located in the HSCA area.

Upon conclusion of the investigation the materials will be handled as follows:

1. All CIA materials will be returned to CIA.
2. All materials not generated by HSCA hearings, or depositions or formal interviews, but including information derived from CIA documents and materials will be returned to CIA.
3. All notes of formal HSCA interviews, depositions and transcripts of hearings, will be delivered by HSCA to HPSCI for retention.
4. The safe will be returned to CIA.

This understanding is in addition to, and separate from, another agreement of operation of that aspect of the CIA beachhead for support of interviews, deposition and/or hearings of the Committee and its staff, which is recorded in a separate document.

CIA SPECIAL COLLECTIONS
RELEASE IN FULL
2000

6-1

JFK ACT RELEASE

This is to record an understanding about handling certain specific classified materials relating to two subjects of interest to the HSCA in its investigation; the subjects relate to defectors and certain subject matter in an agreed foreign country. The materials consist of CIA documents and materials (now held in CIA facilities located in the HSCA area mentioned below), materials derived from CIA documents but involving HSCA analysis, and HSCA-generated materials consisting of notes of interviews, depositions and/or transcripts of hearings.

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4. The safe will be returned to CIA.

This understanding is in addition to and separate from another agreement of operation of that aspect of the CIA beachhead for support of interviews, deposition and/or hearings of the Committee and its staff, which is recorded in a separate document.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DIRECTOR OF CENTRAL INTELLIGENCE
AND THE SELECT COMMITTEE ON ASSASSINATIONS

I. Preparation of Materials

A. The Central Intelligence Agency (CIA) will cooperate fully in the investigations conducted by the Select Committee on Assassinations (Committee) by providing access, as requested, to classified information within the releasing authority of the CIA, and held by the CIA, that bears upon the study and investigation authorized by H. Res. 222. CIA will notify the Committee of any requested information held by CIA not within the releasing authority of the CIA, and notify the Committee of the proper authority to contact to obtain the information. No document or a portion of the document in the possession of CIA will be withheld without written notice of that action to the Committee. Access to all classified information designated for protection from unauthorized disclosure by the Director of Central Intelligence (DCI) and currently held by any federal agency or department shall be governed by this memorandum.

B. Documentary material will be made available as expeditiously and completely as feasible, subject to the responsibility of the DCI to protect sensitive intelligence sources and methods. The Committee and CIA will periodically agree upon a list of identities that will not be excised from materials turned over to the Committee. Subject to the list of identities that will not be deleted, CIA will appropriately sanitize, including excising if necessary, information to assure protection of information identifying sensitive sources and methods. When an excision is made, CIA will indicate the nature of the source or method excised, including the functional intelligence discipline which was the source of the intelligence.

C. The Chief Counsel of the Select Committee on Assassinations and a designated representative of the DCI shall meet monthly to discuss a random sample of the complete and unsanitized materials selected by the Chief Counsel for the purpose of verifying the appropriateness of the sanitizing done by the CIA. Those matters on which they do not agree shall be referred to the Chairman, Ranking Minority Member, and the DCI for resolution.

D. In making any excisions or other alterations of requested materials, CIA shall be bound by 18 U.S.C. Subsection 1505 and all other applicable statutes.

II. Request Procedure

A. The CIA element responsible for dealing with the Committee is the Coordination and Review Staff of the Office of Legislative Counsel (C&RS/OLC). All Committee requests for information will be conveyed to CIA only via the Coordination and Review Staff. Absent extraordinary circumstances, appointments with CIA employees and former employees will be arranged through the Coordination and Review Staff.

B. All Committee requests for information will be in writing. In the interest of timely response, C&RS/OLC will accept preliminary telephone or other oral requests, but no information can be made available until a request is received in writing from the Chief Counsel or one of the Deputy Chief Counsels.

III. Staff Clearance

Prior to access by Committee personnel to any material which has been designated for protection from unauthorized disclosure by the DCI, such Committee personnel will be granted security clearance by the Committee after consultation with the CIA. Committee personnel requiring access to such material will be required to execute, in advance, the attached Select Committee on Assassinations Nondisclosure Agreement.

IV. Transcripts of Statements Under Oath

A steno-typist from either the Committee or the CIA will make a verbatim record of all statements of current CIA personnel taken under oath. One copy of the record will be made available to the Committee and the other to the CIA in accordance with the Rules of the Committee.

V. Examination of Material

Materials to which access has been granted by CIA will be reviewed in a CIA reading room set aside for this purpose or in a designated area within the Committee's offices.

VI. Storage of Materials

A. Committee procedures for control and storage of any documents or materials provided by the CIA which require protection will follow security standards and procedures established in consultation with, and approved by, the CIA.

6-4

B. Upon the termination of the Committee, all materials provided by CIA and examined by the Committee will be kept and preserved within a segregated and secure area within CIA for at least 30 years unless the DCI and the House of Representatives agree to a shorter period of time. All persons having access to such materials must sign an access sheet indicating the date, the name of the person receiving access, the specific documents or materials to which access was granted, and the person who authorized the access.

VII. Disclosure of Information

A. The Committee will notify the DCI in writing of its desire to disclose, in any manner, including under the Select Committee on Assassinations Nondisclosure Agreement, any information that is designated for protection from unauthorized disclosure by the DCI. If within five days the Committee does not receive a letter from the DCI objecting to the proposed disclosure and stating the reasons for the objection, the Committee may disclose the information.

B. If the DCI notifies the Committee within five days that he objects to the proposed disclosure and states the reasons for his objections, the Chairman of the Committee and the DCI, or their designated representatives, shall meet to attempt to resolve any differences over the information to be disclosed. If the Chairman of the Committee considers that the negotiations have reached an impasse, he will give the DCI a written notice to that effect, and the Committee will take no steps until at least 14 days thereafter to disclose the information in dispute.

C. Any differences left unresolved by negotiation may become the subject of litigation. In any such action each party will be free to assert all its constitutional, statutory, or other legal rights, and the parties agree to be bound by the final outcome of any such action. If such an action is commenced by the Executive Branch but is disposed of without a judicial decision on the merits of the disclosure issue, the Committee agrees that it will not on that basis, or on the basis of its 14-day notice letter, disclose the information in dispute. This Agreement, however, is without prejudice to any of the Committee's other rights, privileges and responsibilities concerning the production by legal compulsion and disclosure of information, and the DCI's rights, privileges and responsibilities concerning the protection from disclosure of the information.

Director of Central Intelligence

19 AUG 1977
Date

Chairman

August 29, 1977
Date

6-3

The Director
Central Intelligence Agency

Washington, D.C. 20505

OLC 78-0209/a

Honorable Louis Stokes, Chairman
Select Committee on Assassinations
House of Representatives
Washington, D.C. 20515

Dear Mr. Chairman:

This confirms my approval of the revised procedures for the conduct of the CIA portion of the Committee's investigation, as agreed to by both of our staffs, and as set forth in your letter of 27 January 1978 informing me of your approval.

There is, however, an inadvertent omission in your version of the Secrecy Agreement. The original Secrecy Agreement provided that no unsanitized documents made available to staff would be divulged without my express approval in writing. The enclosed Secrecy Agreement contains this proviso as a new paragraph #4 and has been cleared with your staff as the version we will have signed.

Please express my thanks to Professor Blakey and the other members of your staff who worked closely with my staff in establishing these new procedures. It is only through this spirit of cooperation and mutual trust at the working levels that the completeness and effectiveness of the Committee's investigation will be assured and that intelligence sources and methods will be afforded proper protection as required by law.

Yours sincerely,

STANSFIELD TURNER

Enclosure
Distribution:
Orig - Adse
1 - DCI
1 - A/DDCI
1 - ER
1 - OLC/Subj
1 - OLC/Chrono
OLC/PLCksn (30 Jan 78)

6-6

SECRECY AGREEMENT

1. I, _____ have been designated to participate in certain investigations being conducted by the Select Committee on Assassinations of the House of Representatives.

2. I understand that in the course of this investigation I may be granted access to information in unsanitized form which is classified pursuant to statute or executive order, or which has been designated by the Director of Central Intelligence (DCI) for protection from unauthorized disclosure.

3. I have read the attached letter, understand it, and agree to be bound by its terms and conditions.

4. In consideration for being granted access to the type of information described above, I hereby agree that I will not divulge such information in any form or in any manner, except as authorized by the terms of the accompanying letter, unless authorized to do so in advance and in writing by the DCI or his representative.

5. Unless I am released from the terms of this Agreement by the DCI or the DCI's representative, in writing, I understand that the Agreement shall apply both during my association with the Committee, and at all times thereafter.

6. Pursuant to this Agreement, the DCI may exercise in accordance with the Select Committee on Assassinations Nondisclosure Agreement any or all of those sanctions set out in that Agreement which I have executed with the House Select Committee on Assassinations, if I violate the terms of this Agreement.

7. I make this Agreement without any mental reservation, or purpose of evasion.

_____
Signature

_____
Date

WITNESS:

_____
Signature

_____
Date

Executive Registry
78-8214

LOUIS STOKES, OHIO, CHAIRMAN.
[illegible] PREYER, N.C.
COLLEEN C. FAUNTROY, D.C.
YVONNE BRATHWAITE BURKE, CALIF.
CHRISTOPHER J. DODD, CONN.
HAROLD E. FORD, TENN.
FLOYD J. FITHIAN, IND.
ROBERT W. EDGAR, PA.
SAMUEL L. DEVINE,
STEWART B. MCKINNEY, CONN.
CHARLES THONE, NEBR.
[illegible] S. SAWYER, MICH.

(202) 225-4624

Select Committee on Assassinations
U.S. House of Representatives
3331 HOUSE OFFICE BUILDING, ANNEX 2
WASHINGTON, D.C. 20515

JAN 27 1978
OLC-78-0209

Admiral Stansfield Turner, Director
Central Intelligence Agency
Washington, D. C. 20505

Dear Admiral Turner:

The Select Committee has been discussing with representatives of your staff procedures by which our access to infomation in the possession of the Central Intelligence Agency may be accelerated. Your staff has been understanding of the Select Committee's requirements, and very receptive to establishing an access procedure which will satisfy the concerns and interests of both the Select Committee and your Agency. I believe we have designed such a procedure, and this letter is to confirm an oral agreement reached between our staff and representatives of your Agency.

It is my understanding that your Agency will allow HSCA staff personnel at the working level full access (i.e., without any prior sanitization) to all information, files and documents which are properly produceable under Paragraph I.A. of our Memorandum Of Understanding. In order to achieve the basic objectives of Paragraph I.B. of our Memorandum of Understanding in a more efficient and expeditious manner, the following procedures will be followed:

(1.) HSCA Staff Director will inform the Agency of the names of those specific HSCA staff who are assigned investigative responsibility with respect to, and thus have a need to know, the contents of each Agency file, document, or subject of information requested from the Agency.

(2.) Those specific HSCA staff will periodically prepare at the Agency offices written summaries of the results of their review of your files, and they will submit these summaries for appropriate sanitization by the Agency before removing the written summaries from the Agency's premises.

(3.) HSCA staff will only remove from the Agency's offices the following written items, classified as appropriate:

6-8

(a.) The names and addresses of persons who are of interest to the Committee in connection with its investigation, which the Committee will use exclusively for locating and interviewing such persons;

(b.) Lists of the types of files they have reviewed (but not the substance or content of those files except as otherwise discussed herein);

(c.) The summaries noted in, and as written pursuant to, Item #2 above;

(d.) Such other files, documents or notes as may be expressly approved by the Agency;

(e.) Documents and information which may otherwise be obtainable under our Memorandum Of Understanding.

(4.) All HSCA staff members who receive access to unsantized Agency files or documents, or who have a need to discuss or utilize the knowledge gained from such documents, will sign the attached Secrecy Agreement.

(5.) In conducting interviews or questioning based upon the information in Item 3 (a) above, HSCA staff will not disclose the source of the information. In addition, of course, whenever the Agency files or documents reviewed indicate that a person to be interviewed is a present or past C.I.A. employee or agent, the procedure set forth in Paragraph II A of our Memorandum Of Understanding will be followed.

(6.) To the extent that HSCA staff obtain knowledge which goes beyond the information ultimately set forth in the final summaries discussed in Item #2, those HSCA staff members possessing such knowledge will only discuss it with other HSCA staff personnel who are assigned investigative responsibility for the subject matter involved, and then only if all such HSCA staff members involved in the discussion have signed the attached Secrecy Agreement.

6-9

And finally, because the quantity of documents and files which will be obtained pursuant to this Agreement will greatly exceed that anticipated when our Memorandum of Understanding was signed, I have been authorized by the Committee to, and do hereby, amend the original Memorandum of Understanding by substituting the following for the first sentence of Paragraph VI B:

> Prior to its termination, the Committee will identify to the C.I.A. those documents which are to be made part of the permanent records of the C.I.A. under records schedules approved by the Archivist of the United States, which control the disposal of all Agency records. In view of the large volume of material, it is agreed that physical segregation of the material will not be required in all cases. The Committee will designate those materials provided by C.I.A. and examined by the Committee that are to be kept and preserved within a segregated and secure area within C.I.A. for at least thirty (30) years unless the D.C.I. and the House of Representatives agree to a shorter period of time.

If you agree with the procedures set forth above and the Amendment to the Memorandum Of Understanding that we have discussed with representatives of your Agency, would you please acknowledge your approval by return letter.

I wish to thank you and those on your staff who are making this effort to facilitate the Select Committee's access to information and to enhance the efficiency and integrity of the Select Committee's investigation.

Sincerely,

Louis Stokes
Chairman

LS:gcr

Copy to: Mr. Patrick L. Carpentier
Assistant Legislative Counsel
Central Intelligence Agency
Washington, D. C. 20505

6-10

SECRECY AGREEMENT

1. I, _____, have been designated to participate in certain investigations being conducted by the Select Committee on Assassinations of the House of Representatives.

2. I understand that in the course of this investigation I may be granted access to information in unsanitized form which is classified pursuant to statute or executive order, or which has been designated by the Director of Central Intelligence (DCI) for protection from unauthorized disclosure.

3. I have read the attached letter, understand it, and agree to be bound by its terms and conditions.

4. Unless I am released from the terms of this Agreement by the DCI or the DCI's representative, in writing, I understand that the Agreement shall apply both during my association with the Committee, and at all times thereafter.

5. Pursuant to this Agreement, the DCI may exercise, in accordance with the Select Committee on Assassinations' Non-Disclosure Agreement, any and all of those sanctions set out in that Agreement which I have executed with the House Select Committee on Assassinations if I violate the terms of this Agreement.

6. I make this Agreement without any mental reservation, or purpose of evasion.

_____
Signature

_____
Date

WITNESS:

_____
Signature

_____
Date

6-11

~~SECRET~~

AGENDA

I. Providing CIA Documents

A. Addendum to Memorandum of Understanding Security Arrangement

B. Scope of documents furnished - initially only for hearings. Latest request for four volumes of Mexico City Station files to prepare final report.

C. Bernardo de Torres - Request POA to confront him at hearing.

II. Documents Requested

A. Polygraph Charts of Nosenko

B. Hart Study (DCI says no-will offer Hart)

C. Photographs Mexico City Surveillance - possible public release

III. Hearings

A. Executive Session - Soviet defectors - Committee will honor all security caveats

B. Public Hearings

1. Possible Witnesses:

Len McCoy
Bruce Solie
Anne Goodpasture
Dave Phillips
James Angleton
Richard Helms
Ray Rocca
Admiral Turner (possible witness re CIA position on Nosenko bona-fides)

IV. CIA Review of Committee's Final Report

A. Establish CIA Task Force

B. What should be made public - sanitization procedures

C. Establish procedures to resolve issues - CIA spokesman

~~SECRET~~

6-12

V. Final Disposition of Notes, Transcripts, and other Committee Material

A. All notes returned to CIA or destroyed with certification of destruction.

B. Transcripts, depositions, and other permanent records reviewed for sanitization. Referred to HPSCI for permanent retention and control. Memorandum of Understanding Addendum.

SECRECY AGREEMENT

I, G. Robert BLAKEY am Chief Counsel to the Select Committee on Assassinations (hereafter "Committee") of the House of Representatives. Pursuant to paragraph I.C. of the "Memorandum of Understanding Between the Director of Central Intelligence and the Select Committee on Assassinations," a copy of which is attached, I have been designated to meet with a representative of the Director of Central Intelligence (hereafter "DCI"), to arrange for access to certain CIA materials, in their complete and unsanitized form, in order to verify the appropriateness of the sanitization of these materials by the CIA.

I understand that, in the course of this verification process, I may be given access to information which is classified pursuant to statute or Executive order, or which has been designated by the DCI for protection from unauthorized disclosure.

In consideration for being given such access, I hereby agree that I will not divulge such information in any form, or in any manner to any other person, unless authorized to do so, in advance and in writing, by the DCI or his representative.

I understand that this Agreement does not affect my right to report to the Chairman and the Ranking Minority Member the fact of any sanitization conducted by the CIA which I consider to be inappropriate, and which cannot be resolved between myself and the DCI's representative. However, any such reports which I may make shall give no indication of the subject matter which is at issue therein.

Nothing contained in this Agreement is intended to modify the terms concerning Disclosure of Information, which are set out at Section VII of the Memorandum of Understanding between the Committee and the DCI.

Unless I am released from the terms of this Agreement by the DCI or the DCI's representative, in writing, I understand that the Agreement shall apply both during my association with the Committee, and at all times thereafter.

6 14

I make this Agreement without any mental reservation, or purpose of evasion.

Signature

8-25-77
Date

WITNESS:

Signature

8-25-77
Date

6-15

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DIRECTOR OF CENTRAL INTELLIGENCE
AND THE SELECT COMMITTEE ON ASSASSINATIONS

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Materials to which access has been granted by CIA will be reviewed in a CIA reading room set aside for this purpose or in a designated area within the Committee's offices.

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6-17

B. Upon the termination of the Committee, all materials provided by CIA and examined by the Committee will be kept and preserved within a segregated and secure area within CIA for at least 30 years unless the DCI and the House of Representatives agree to a shorter period of time. All persons having access to such materials must sign an access sheet indicating the date, the name of the person receiving access, the specific documents or materials to which access was granted, and the person who authorized the access.

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Director of Central Intelligence

19 AUG 1977
Date

Chairman

Date

6-18